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First Premier Bank*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

TAKIA BRANDON, individually and on behalf of all others similarly situated,

CASE NO. 2:17-cv-00720-JAD-VCF

**Plaintiff,**

FIRST PREMIER BANK, a foreign corporation,

**STIPULATION AND ORDER TO  
DISMISS CASE WITHOUT  
PREJUDICE**

ECF No. 9

Defendant.

Defendant.

Plaintiff Takia Brandon (“Plaintiff”) and Defendant First Premier Bank (“First Premier”) (together, the “Parties”) stipulate and agree as follows:

1. On March 24, 2017, Plaintiff filed her complaint. (*See* ECF No. 1.)

2. The complaint asserts claims on behalf of a putative class for alleged violations of the Telephone Consumer Protection Act in connection with Plaintiff's credit card account (the "Account") with First Premier.

3. Plaintiff's claims in this action are subject to a binding arbitration agreement (the "Arbitration Agreement") contained in the credit card agreement governing Plaintiff's Account, a copy of which is attached hereto as Exhibit A.

4. The Arbitration Agreement contains a class action waiver provision,

1 which provides, *inter alia*, that: "All claims shall be resolved by binding arbitration  
2 on an individual basis. Claims made and remedies sought as part of a class action . . .  
3 . are subject to arbitration on an individual (non-class, non-representative) basis."

4       5. Accordingly, the Parties agree to dismiss this matter and permit  
5 Plaintiff to submit her individual claims to binding arbitration pursuant to the terms  
6 of the Arbitration Agreement.

7              Dated: May 2, 2017.

8              BALLARD SPAHR LLP

9              HAINES & KRIEGER, LLC

10             By: /s/ Lindsay Demaree  
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24             *Attorney for Plaintiff*

17              ORDER

18              Based on the parties' stipulation [ECF No. 9] and good cause appearing, IT IS HEREBY  
19              ORDERED that **THIS ACTION IS DISMISSED** without prejudice to plaintiff's ability to pursue  
20              her claims in arbitration. The Clerk of Court is directed to **CLOSE THIS CASE**.

21                
22              U.S. District Judge Jennifer Dorsey  
23              5/8/17